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REGULATORY AUTH.

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

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September 1, 2000

OFFICE OF THE
EXECUTIVE SECRETARY

IN RE:

**PETITION OF MCI WORLDCOM, INC.
TO ENFORCE INTERCONNECTION
AGREEMENT WITH BELL SOUTH
TELECOMMUNICATIONS, INC.**

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DOCKET NO. 99-00662

**ORDER GRANTING IN PART AND DENYING IN PART BELL SOUTH
TELECOMMUNICATIONS, INC.'S MOTION TO COMPEL**

On May 15, 2000, BellSouth Telecommunications, Inc. ("BellSouth") filed a Motion (the "Motion") to compel MCI WorldCom, Inc. ("MCI WorldCom") to respond to certain interrogatories and requests for production of documents included in BellSouth's First Set of Interrogatories and First Request for Production of Documents. MCI WorldCom filed a Response (the "Response") to BellSouth's Motion on May 25, 2000. For the reasons stated herein, BellSouth's Motion is granted in part and denied in part.

BACKGROUND

On September 9, 1999, the Tennessee Regulatory Authority (the "Authority" or the "TRA") received MCI WorldCom's Petition (the "Petition") to enforce an interconnection agreement (the "Agreement") between MCIMetro Access Transmission Services, Inc., an affiliate of MCI WorldCom, and BellSouth. The Agreement was entered into on April 4, 1997, and the TRA approved the Agreement by Order dated May 30, 1997. At the regularly scheduled Authority Conference held on December 7, 1999, the Directors unanimously appointed the

General Counsel or his designee to act as the Hearing Officer in this matter, and an Order reflecting this decision was entered on December 21, 1999.

A Pre-Hearing Conference in this matter was held on March 15, 2000 before the General Counsel acting as Hearing Officer. At this Conference, the Hearing Officer established a schedule for discovery and the filing of testimony. MCI WorldCom, as Petitioner, was instructed to file direct testimony in support of its Petition, to be followed by responsive testimony from BellSouth. Final rebuttal testimony could be submitted by MCI WorldCom.¹

The Parties' Issues

MCI WorldCom's Petition states that

The Agreement . . . requires each party to compensate the other for the termination of local exchange traffic. BellSouth, however, has refused to pay MCI WorldCom for handling local calls made to ISPs [Internet Service Providers]. This is a proceeding to enforce [the] Agreement.²

In advance of the Pre-Hearing Conference and in accordance with the Pre-Hearing Notice, the parties filed lists of issues for consideration in this matter. In filing its list of issues each party has identified only one principal issue in this proceeding, albeit in differing terms. BellSouth phrases the single issue as:

Whether BellSouth Telecommunications, Inc. and MCI WorldCom mutually agreed to pay reciprocal compensation for traffic to Internet Service Providers under their interconnection agreement?³

MCI WorldCom lists the issues as follows:

1. Whether BellSouth is required by the terms of its interconnection agreement with MCI WorldCom, dated April 4, 1997, to pay reciprocal compensation on local calls made to Internet Service Providers?
2. Whether MCI WorldCom is entitled to summary judgment.⁴

¹ In accordance with the parties' agreed schedule, MCI WorldCom filed direct testimony on May 11, 2000. BellSouth filed rebuttal testimony on May 18, 2000. MCI WorldCom filed its reply testimony on May 26, 2000.

² Petition of MCI WorldCom to Enforce Interconnection Agreement with BellSouth, September 9, 2000, at 1-2.

³ BellSouth Telecommunications, Inc.'s List of Issues, March 10, 2000, at 1.

⁴ MCI WorldCom's Preliminary List of Issues, March 15, 2000, at 1.

Discovery:

In advance of and in conjunction with the filing of testimony, the parties propounded discovery requests to each other. BellSouth propounded interrogatories and a request for production of documents to MCI WorldCom on April 14, 2000. MCI WorldCom responded to BellSouth's discovery requests on May 5, 2000, objecting to certain interrogatories and requests for production. BellSouth filed its Motion to Compel on May 15, 2000 and MCI WorldCom responded to that Motion on May 25, 2000.

BELLSOUTH'S MOTION TO COMPEL

In its Motion, BellSouth alleges that "MCI WorldCom has made little effort to comply with its discovery obligations."⁵ BellSouth states that,

In fact, despite being served with comprehensive document requests by BellSouth, MCI WorldCom has not produced a single internal memorandum, e-mail, note or document of any sort relating to the issues in this case, except one spreadsheet prepared in recent weeks.

Instead, MCI WorldCom has either not answered the questions BellSouth asked or objected to BellSouth's discovery requests — objections that are without merit. MCI WorldCom's unduly restrictive view of its discovery obligations should be summarily rejected, and MCI WorldCom should be ordered to provide complete responses to BellSouth's discovery requests . . .⁶

Specifically, BellSouth moves the Authority for an order compelling MCI WorldCom "to respond fully and completely to BellSouth's Interrogatories 7, 8, 9, 10, 11, 12, 16, 17, 18, 19, 21, 22, and 25, as well as Requests For Production of Documents 3, 4, 5, 6, and 7."⁷ The text as quoted in BellSouth's Motion of each disputed interrogatory or request for production, along with MCI WorldCom's response, is set out below, followed by a discussion of the parties' respective positions and the findings of the Hearing Officer as to each interrogatory or request.

⁵ BellSouth Telecommunications, Inc.'s Motion to Compel, May 15, 2000, at 1.

⁶ BellSouth Telecommunications, Inc.'s Motion to Compel, May 15, 2000, at 1.

⁷ BellSouth Telecommunications, Inc.'s Motion to Compel, May 15, 2000, at 1.

INTERROGATORIES

INTERROGATORY NO. 7

Interrogatory No. 7:

Do you contend that there is a difference between the place where a call "terminates" for jurisdictional purposes and the place where a call "terminates" for reciprocal compensation purposes? If the answer to the foregoing is in the affirmative, please:

- (a) explain in detail the distinction between call termination for jurisdictional and reciprocal compensation purposes;
- (b) state the date and describe the circumstances when MCI WorldCom first concluded that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes;
- (c) state the date and describe the circumstances when MCI WorldCom first stated publicly that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes; and
- (d) identify all documents that refer or relate to or support a distinction between call termination for jurisdictional and reciprocal compensation purposes.

Response:

Section 2.2 of Attachment IV of the Agreement between between (sic) BST and MCI [MCIMetro Access Transmission Services, Inc.] states that local traffic is defined as "any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service (EAS) exchange." For purposes of interpreting the Agreement MCI WorldCom understands that language to mean that if the NPA-NXX to NPA-NXX of the calling and called party is a local call as defined by BST's local tariff, it is rated as a local call under the Agreement and BST is invoiced for reciprocal compensation for that call. If the call should be rated as a toll call based on the NPA-NXX of the calling to called party, MCI WorldCom will invoice BST for terminating switched access charges. MCI WorldCom objects, on the grounds of relevancy, to questions concerning the meaning of "terminate" for any purpose other than the proper interpretation of the Agreement.

Positions of the Parties

In its Motion, BellSouth states in reference to this interrogatory that

Other parties have theorized that in interpreting the word “terminate” in an interconnection agreement, a distinction must be drawn between call “termination” for reciprocal compensation and call “termination” for jurisdictional purposes. BellSouth simply seeks to learn whether MCI WorldCom subscribes to the same theory, which is obviously relevant to understanding MCI WorldCom’s views concerning the “proper interpretation” of the parties[’] interconnection agreement.⁸

In its Response, MCI WorldCom argues that it “has already pre-filed direct and rebuttal testimony on the meaning of ‘termination’ in the parties’ interconnection agreement. What ‘termination’ means in any other context is irrelevant.”⁹

Findings

The Hearing Officer agrees with BellSouth. MCI WorldCom’s contention that the meaning of “termination” in “any other context” is not relevant to this proceeding is not persuasive in this instance. “Terminate” is a key term in the very provision of the Agreement which, MCI WorldCom states, is the central issue in this proceeding. Although it may not ultimately clarify the intent of the parties at the time the Agreement was entered into as to the meaning of this term, BellSouth’s interrogatory does have a direct bearing on the meaning of this term, and MCI WorldCom should provide a straightforward answer to it and not simply a restatement of MCI WorldCom’s position on the issue of reciprocal compensation. It should also be noted that MCI WorldCom has itself referred to various glosses on the meanings of key terms in this dispute in its filings, most notably in its Petition, and that these glosses are also outside the narrow “context” of the Agreement. Therefore, MCI WorldCom should respond fully to these interrogatories.

INTERROGATORIES NO. 8 THROUGH NO. 12

Interrogatory No. 8:

⁸ BellSouth Telecommunications, Inc.’s Motion to Compel, May 15, 2000, at 2-3.

⁹ Response of MCI WorldCom to BellSouth’s Motion to Compel, May 25, 2000, at 3.

State the number of ISP minutes of use from BellSouth to MCI WorldCom in Tennessee for each month since April 1997 for which MCI WorldCom is seeking the payment of reciprocal compensation.

Response:

MCI WorldCom does not track or otherwise segregate ISP traffic and the interconnection agreement between MCI and BST does not require such tracking or segregation. MCI WorldCom is seeking payment of reciprocal compensation for local calls made by BST's customers to customers of MCI, regardless of the business that the MCI customer is engaged in.

Interrogatory No. 9:

For each month since April 1997, state how many of the ISP minutes of use from BellSouth to MCI WorldCom in Tennessee you contend "terminated" for jurisdictional purposes in the local calling area.

Response:

See responses to questions 7 and 8.

Interrogatory No. 10:

In answering the foregoing interrogatory, please explain in detail the basis for your contention and identify all documents that support or refer or relate to such contention.

Response:

See responses to questions 7 and 8.

Interrogatory No. 11:

For each month since April 1997, state how many of the ISP minutes of use from BellSouth to MCI WorldCom in Tennessee you contend "terminated" for reciprocal compensation purposes in the local calling area.

Response:

See responses to question 8.

Interrogatory No. 12:

In answering the foregoing interrogatory, please explain in detail the basis for your contention and identify all documents that support or refer or relate to such contention.

Response:

See responses to questions 7 and 8.

Positions of the Parties

BellSouth contends that information on the number of ISP minutes of use for which MCI WorldCom is demanding payment for reciprocal compensation is “directly relevant to this case.”¹⁰ BellSouth brushes aside MCI WorldCom’s statement that it “does not track or otherwise segregate ISP traffic,” stating that “if BellSouth prevails in this proceeding, MCI WorldCom would be forced to identify the ISP minutes of use and to exclude those minutes from its invoices to ensure that BellSouth does not pay reciprocal compensation for ISP traffic.”¹¹ In its Response, MCI WorldCom argues that “[a]lthough the proportion of ISP to non-ISP traffic may be of interest to BellSouth for some other reason, it has no relevance to the issues raised in this complaint.”¹² MCI WorldCom argues that information on minutes of use will become relevant if and only if the Authority rules that ISP-bound calls are not classified as “Local Traffic” under the Agreement. In that event, MCI WorldCom states, BellSouth could again seek this information through discovery requests.¹³

Findings

The Hearing Officer agrees with MCI WorldCom that data on minutes of use is not relevant to the main issue in this proceeding, which, as BellSouth has stated is “[w]hether BellSouth Telecommunications, Inc. and MCI WorldCom mutually agreed to pay reciprocal compensation for traffic to Internet Service Providers under their

¹⁰ BellSouth Telecommunications, Inc.’s Motion to Compel, May 15, 2000, at 4.

¹¹ BellSouth Telecommunications, Inc.’s Motion to Compel, May 15, 2000, at 4.

¹² Response of MCI WorldCom to BellSouth’s Motion to Compel, May 25, 2000, at 3.

¹³ Response of MCI WorldCom to BellSouth’s Motion to Compel, May 25, 2000, at 3-4.

interconnection agreement.”¹⁴ Information on the actual minutes of use is not likely to assist in resolving this issue.

INTERROGATORIES NO. 16, NO. 17, NO. 18, AND NO. 19

Interrogatory No. 16:

Identify the number of MCI WorldCom’s total customers in Tennessee, and separately identify the number of those customers that are (1) Internet Service Providers (“ISPs”); and (2) business customers other than ISPs; and (3) residential customers.

Response:

MCI WorldCom objects on the grounds that the information sought is not relevant nor would it lead to the discovery of relevant information. The resolution of this Complaint involves the determination of whether, under the Agreement, calls to ISPs should be treated as local calls for purposes of payment of reciprocal compensation. The information sought is irrelevant to that issue.

Interrogatory No. 17:

For the ISP customers identified in response to Interrogatory No. 16, state, on an annual basis since 1997, (a) the total amount billed by MCI WorldCom for service to those customers from inception of service to present; (b) the amounts of any credits, rebates, or adjustments given to such customers; and (c) the total amount of revenue collected from such customers, from inception of service to present.

Response:

See response to question 16.

Interrogatory No. 18:

Does MCI WorldCom own or have an interest in an ISP in Tennessee? Is MCI WorldCom affiliated in any way with an ISP in Tennessee (other than a customer relationship)? If so, explain in full the nature of such interest or affiliation and identify all documents that refer or relate to such interest or affiliation.

Response:

See response to question 16.

¹⁴ BellSouth Telecommunications, Inc.’s List of Issues, March 10, 2000, at 1.

Interrogatory No. 19:

If the response to Interrogatory No. 18 is in the affirmative, state the percentages of reciprocal compensation that MCI WorldCom is claiming in this proceeding that was generated from calls to ISPs owned by or affiliated with MCI WorldCom, or in which MCI WorldCom has an interest in Tennessee.

Response:

Not applicable.

Positions of the Parties

BellSouth argues that the information requested in Interrogatories No. 16 and No. 17 is needed to determine the intent of the parties at the time the Agreement was entered into. BellSouth states that this information would show whether MCI WorldCom had begun offering any “price breaks” to obtain ISP customers since the Agreement was entered into.¹⁵ “Such evidence,” BellSouth argues, “would shed light on MCI World Com’s original intent and could be used by BellSouth to demonstrate that MCI WorldCom did not see the need to entice ISP customers because it did not expect to receive reciprocal compensation payments when the Interconnection Agreement was executed.”¹⁶

BellSouth argues that the information requested in Interrogatories No. 18 and No. 19 is needed to determine the intent of the parties at the time the Agreement was entered into. BellSouth argues:

[I]f MCI WorldCom did not own an ISP or have any financial interest in an ISP in 1997, such evidence may be used to underscore the lack of any mutual agreement on the part of BellSouth and MCI WorldCom to pay reciprocal compensation for ISP-bound traffic when the parties executed their Interconnection Agreement in 1997. By contrast, if MCI WorldCom did own an ISP or have a financial interest in an ISP in 1997, BellSouth

¹⁵ BellSouth Telecommunications, Inc.’s Motion to Compel, May 15, at 5-6.

¹⁶ BellSouth Telecommunications, Inc.’s Motion to Compel, May 15, 2000, at 6.

will be able to argue that MCI World Com should have affirmatively raised the ISP issue when the parties were negotiating the Interconnection Agreement, which MCI WorldCom did not do.¹⁷

MCI WorldCom argues that the information sought in these interrogatories is not relevant to determine whether ISP traffic should be treated as local.¹⁸ MCI WorldCom also points out that the Hearing Officer's Order of April 14, 2000 in the *Hyperion* case did not address BellSouth's argument that evidence of such later enticement would show MCI WorldCom's intent at the time of the Agreement.¹⁹

Findings

The Hearing Officer agrees with BellSouth that the information sought in these interrogatories is relevant to the question of the parties' intent as to the payment of reciprocal compensation at the time the Agreement was entered into. However, it is the opinion of the Hearing Officer that this information is relevant only to the extent it is related to the time of the negotiation and signing of the Agreement. MCI WorldCom should respond fully to these interrogatories, but is required to do so only to the extent that the information relates to the time of the negotiation and signing of the Agreement.

INTERROGATORIES NO. 21, NO. 22, NO. 22A, AND NO. 23

Interrogatory No. 21:

For each year beginning in 1997, state, on an annual basis, the total revenues MCI WorldCom earned or expects to earn from its ISP customers in Tennessee.

Response:

See response to question 16.

¹⁷ BellSouth Telecommunications, Inc.'s Motion to Compel, May 15, 2000, at 7.

¹⁸ Response of MCI WorldCom to BellSouth's Motion to Compel, May 25, 2000, at 5.

¹⁹ Response of MCI WorldCom to BellSouth's Motion to Compel, May 25, 2000, at 5. See *In Re: Complaint of AVR of Tennessee, L.P. d/b/a Hyperion of Tennessee, L.P. Against BellSouth Telecommunications, Inc. to Enforce Reciprocal Compensation and "Most Favored Nation" Provision of the Parties' Interconnection Agreement*, TRA Docket No. 98-00530, Initial Order of Hearing Officer on the Merits, April 14, 2000.

Interrogatory No. 22:

For each year beginning in 1997, state, on an annual basis, the total revenues MCI WorldCom earned or expected to earn from its end-user customers, including ISPs, in Tennessee.

Response:

See response to question 16.

Interrogatory No. 22A:

State the total number of end user customers that MCI WorldCom serves in Tennessee, including the number of equivalent access lines for which these customers account.

Response:

See response to question 16.

Interrogatory No. 23:

State the total number of ISP customers that MCI WorldCom serves in Tennessee, including the number of equivalent access lines for which these customers account.

Response:

See response to question 16.

Furthermore, MCI does not maintain or otherwise segregate in its customer records whether the customer is an ISP.

Positions of the Parties

BellSouth argues that the information requested in these interrogatories is needed to determine whether awarding payment of reciprocal compensation for ISP traffic would be in the public interest. BellSouth contends that this information is needed to show whether such payment would have an adverse impact on revenues and whether MCI WorldCom is in any way abusing BellSouth's obligation to pay reciprocal compensation. MCI WorldCom argues that this information is irrelevant to this proceeding and is rendered moot by prior decisions of the TRA.

Findings

The Hearing Officer agrees with MCI WorldCom that the information requested in these interrogatories is not relevant to an interpretation of the Agreement or a determination the intent of the parties at the time of the Agreement.

INTERROGATORY NO. 25

Interrogatory No. 25:

Was the definition of “local traffic” the subject of discussion between MCI WorldCom and BellSouth in negotiating the Interconnection Agreement? If so, describe with particularity those discussions identify all documents that refer or relate to those discussions.

Response:

“Local traffic” is defined in section 2.2.1 of Attachment IV of the interconnection agreement between MCI and BST. That language was proposed by BellSouth and accepted by MCI.

Positions of the Parties

BellSouth argues that the information requested in this interrogatory is necessary to establish the parties’ intent at the time they entered into the Agreement. In its Response, MCI WorldCom states:

BellSouth misunderstands the response of MCI WorldCom. As made clear in the pre-filed testimony, MCI WorldCom agrees with BellSouth that the ISP issue was never raised during negotiations.²⁰

Findings

It is the opinion of the Hearing Officer that MCI WorldCom has already responded sufficiently to the question posed in this interrogatory.

²⁰ Response of MCI WorldCom to BellSouth’s Motion to Compel, May 25, 2000, at 6.

REQUESTS FOR PRODUCTION

REQUESTS NO. 3, NO. 4, AND NO. 5

Request No. 3:

Produce all documents that refer or relate to or support MCI WorldCom's contention that it understood calls to Internet Service Providers ("ISPs") to be "local traffic" under the Interconnection Agreement.

Response:

MCI WorldCom objects on relevancy grounds to producing any documents that are not reasonably contemporaneous with the signing of the Agreement. MCI WorldCom is aware of no documents that reflect MCI WorldCom's understanding or position on the issue of reciprocal compensation at the time the Agreement was executed. Should MCI WorldCom discovery [sic] such documents it will disclose them. Documents generated either prior to or subsequent to the execution of the interconnection agreement are not relevant because the issue to be decided in this proceeding is the intent of the parties at the time the interconnection agreement was executed.

Request No. 4:

Produce all documents that refer or relate to or support MCI WorldCom's contention that it understood that calls to ISPs "terminate" at the ISP under the Interconnection Agreement.

Response:

See previous response.

Request No. 5:

Produce all documents that support or refer or relate to MCI WorldCom's allegations in the Complaint, including, but not limited to, all documents created prior to September 1, 1997 reflecting MCI WorldCom's belief that it would be receiving reciprocal compensation from BellSouth for ISP traffic.

Response:

See previous response.

Positions of the Parties

BellSouth argues that the requested documents, even though not created contemporaneously with the negotiation of the Agreement, would be relevant in ascertaining the parties' intent at the time the Agreement was entered into.²¹ In its Response, MCI WorldCom questions the relevance of the requested documents to the extent that they are not contemporaneous with the execution of the Agreement, and MCI WorldCom further states that MCI WorldCom has been unable to locate any documents concerning the ISP issue that pre-date the Agreement. MCI WorldCom also contends that any "after-the-fact arguments" by the parties would "have no relevance to the parties' understanding of the contract at the time it was signed."²²

Findings

It is the opinion of the Hearing Officer that MCI WorldCom has sufficiently responded to these requests. The Hearing Officer agrees with MCI WorldCom in this instance in questioning the usefulness or relevance of documents not created contemporaneously with the execution of the Agreement in reaching a decision on the main issue in this case.

REQUESTS NO. 6 AND NO. 7

Request No. 6:

Produce all documents that refer or relate to any projections, estimates, studies, calculations, or budgets developed by or on behalf of MCI WorldCom that reflect the amount of reciprocal compensation MCI WorldCom expected to receive from BellSouth.

Response:

See previous response.

²¹ BellSouth Telecommunications, Inc.'s Motion to Compel, May 15, 2000, at 11.

²² Response of MCI WorldCom to BellSouth's Motion to Compel, May 25, 2000, at 6/

Request No. 7:

Produce all documents that refer or relate to any projections, estimates, studies, calculations, or budgets developed by or on behalf of MCI WorldCom that reflect the volume of calls MCI WorldCom expected to receive from BellSouth customers to Internet Service Providers served by MCI WorldCom.

Response:

See previous response.

Positions of the Parties

BellSouth argues that the requested documents are relevant in ascertaining MCI WorldCom's position with regard to reciprocal compensation for ISP traffic. "For example," BellSouth states,

MCI WorldCom claims that at the time it executed the Interconnection Agreement with BellSouth, MCI WorldCom understood that calls to ISPs constituted local traffic subject to the reciprocal compensation provisions of the agreement. BellSouth seeks to discover documents such as projections, estimates, studies, calculations, or budgets developed by or on behalf of MCI WorldCom that reflect the amount of reciprocal compensation MCI WorldCom expected to receive from BellSouth, which bear directly on the truth of MCI WorldCom's claim.²³

MCI WorldCom contends that the documents are not relevant.²⁴

Findings

The Hearing Officer agrees with BellSouth that MCI WorldCom should produce documents which are responsive to these requests because they may demonstrate MCI WorldCom's understanding of its obligation to pay reciprocal compensation. However, it is the opinion of the Hearing Officer that such documents are relevant only to the extent they are related to the time of the negotiation and signing of the Agreement. MCI

²³ BellSouth Telecommunications, Inc.'s Motion to Compel, May 15, 2000, at 12.

²⁴ Response of MCI WorldCom to BellSouth's Motion to Compel, May 25, 2000, at 6.

WorldCom should respond fully to these requests, but only to the extent that the documents relate to the time of the negotiation and signing of the Agreement.

CONCLUSION

For the reasons stated above, the Hearing Officer finds that MCI WorldCom's objections or refusals to respond fully to Interrogatories No. 7, No. 16, No. 17, No. 18, and No. 19 in BellSouth's First Set of Interrogatories and Requests No. 6 and No. 7 in BellSouth Telecommunication's First Request for Production of Documents are unfounded. Accordingly, BellSouth's Motion to Compel is granted as to these interrogatories and requests, but with certain exceptions as noted. BellSouth's Motion is denied as to the remaining disputed interrogatories and requests.

IT IS THEREFORE ORDERED THAT:

1. BellSouth's Motion to Compel is granted as to Interrogatories No. 7, No. 16, No. 17, No. 18, and No. 19 in BellSouth Telecommunication's First Set of Interrogatories and Requests No. 6 and No. 7 in BellSouth Telecommunication's First Request for Production of Documents, with the exception that MCI WorldCom shall provide information and documents in response to Interrogatories No. 16, No. 17, No. 18, and No. 19, and Requests No. 6 and No. 7 only to the extent that such information and documents are related to the time of the negotiation and signing of the Agreement;
2. BellSouth's Motion to Compel is denied as to the remaining disputed interrogatories and requests for production of documents; and
3. MCI WorldCom shall respond fully to Interrogatories No. 7, No. 16, No. 17, No. 18, and No. 19 in BellSouth's First Set of Interrogatories and Requests No. 6 and No. 7 in BellSouth Telecommunication's First Request for Production of Documents, with the exception that MCI WorldCom shall provide information and documents in

response to Interrogatories No. 16, No. 17, No. 18, and No. 19, and Requests No. 6 and No. 7 only to the extent that such information and documents are related to the time of the negotiation and signing of the Agreement, and shall serve its responses upon BellSouth and file a copy with the Authority no later than **2:00 p.m., Friday September 15, 2000.**

J. Richard Collier
J. Richard Collier,
Hearing Officer

ATTEST:

K. David Waddell
K. David Waddell, Executive Secretary

September 1, 2000
Date